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A G R E E M E N T

BETWEEN

THE NORTH STONINGTON BOARD OF EDUCATION

AND

**THE NORTH STONINGTON FEDERATION
OF SCHOOL ADMINISTRATORS**

July 1, 2024 to June 30, 2027

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ARTICLE I
PREAMBLE

- A. This Agreement is negotiated under Connecticut General Statutes §10-153b through §10-153f, as amended, in order to: (a) fix for its term the salaries and all other conditions of employment provided herein, and (b) encourage and abet effective and harmonious relationships between the Board and the Administrators Unit in order that the cause of public education may be best served.
- B. This document shall constitute the agreement between the Board and the North Stonington Federation of School Administrators ("NSFSA") in the subject areas covered for the duration of the Agreement unless changed by mutual consent of both parties. Previously adopted documents, rules or regulations in conflict with this Agreement are superseded by this Agreement.

ARTICLE II
RECOGNITION

- A. The North Stonington Board of Education (hereinafter referred to as the "Board") hereby recognizes the NSFSA as the exclusive bargaining agent for the principals, assistant principals and the director of student services.
- B. As used in this Agreement, the term "Board of Education" or "Board" shall mean the Board or its designee. The term "Superintendent of Schools" or "Superintendent", as used in this Agreement, shall mean the Superintendent or his or her designee.

ARTICLE III
PROFESSIONAL NEGOTIATIONS

- A. The Board and the NSFSA agree to negotiate a successor agreement in accordance with applicable provisions of state statutes.
- B. The Board and the NSFSA mutually agree to negotiate regarding ground rules, exchange relevant data, points of view and proposals and counterproposals with respect to salaries and any other mandatory conditions of employment about which either party wishes to negotiate.
- C. The parties agree not to utilize the services of outside consultants during successor negotiations unless by either mutual agreement of the parties or upon commencement of mediation and/or arbitration, if necessary.
- D. During the negotiations, the Superintendent, if so requested, by either party, will present documents from the Administrators' records when such records or documents relate to salaries and conditions of employment.
- E. No proposal or package proposal agreed to by the NSFSA and representatives of the Board shall be binding or final until the proposal or package proposal has been ratified by the NSFSA membership and approved by the Board of Education in accordance with

procedures established by the respective parties.

- F. The Board shall prepare and distribute copies of the Agreement to all members of the NSFSA. All Administrators should have a copy of the agreement at the earliest possible date before signing an initial contract or annual salary statement for the period covered by the Agreement.

ARTICLE IV
EMPLOYMENT YEAR

- 1. The work year for each administrator shall be from July 1st through June 30th annually. During each work year, administrators shall work two hundred twenty (220) workdays.

Workdays do not include any of the holidays set forth under Article IV, Section 2 herein.

Sick leave, personal leave, and bereavement leave may be taken on a workday in accordance with the terms set forth under Article V (Sick Leave) and Article VI, Sections A and B (Leaves of Absence).

Any workday(s) an administrator is required to work beyond the set work year shall be paid at the individual administrators per diem rate (1/220 of salary) and shall require advance written approval of the Superintendent or his designee.

If school is delayed or there is an early dismissal, such days shall count as workdays.

- 2. Administrators receive the following holidays as part of their weekly remuneration and are not considered workdays:

New Years' Eve	Labor Day
New Years' Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
	Day after Christmas

The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof by the Board of Education, as the official day of celebration and only when school is not in session. In the event school is in session on such a holiday, an affected Administrator shall receive another holiday or an additional day's pay at a per diem rate of 1/220 of salary.

ARTICLE V
SICK LEAVE

- A. All full-time equivalent (1.0) personnel will be granted nineteen (19) days of sick leave annually. Unused sick leave may be accumulated to two hundred twenty (220) days.

Upon retirement, Administrators hired for bargaining unit positions covered by this Agreement prior to July 1, 2021 will be paid fifty-five dollars (\$55.00) per day for each day of accumulated sick leave to a maximum of two hundred twenty (220) days with a Board option of payment to be paid over a two (2) year period in two (2) equal payments each paid by December 15th of each year beginning with the calendar year of retirement.

- B. If a member of the bargaining unit is absent for medical reasons for an extended period of time, the Superintendent may periodically require a report from the physician treating the member for the illness or injury causing the absences setting forth the nature of the illness or injury and the anticipated date when the member will return to work. The Superintendent may require the member to undergo an examination by a mutually agreed-upon physician, at Board expense.

An extended period of time shall be defined as five (5) or more consecutive workdays or more than ten (10) workdays during any thirty (30) calendar day rolling period.

ARTICLE VI
LEAVES OF ABSENCE

A. **Personal Leave**

1. All personnel will be granted five (5) personal days annually. Administrators may carry over up to two (2) unused personal days to the following contract year.
2. Personal leave may be taken in no less than two (2) hour increments.

B. **Bereavement Leave**

1. A maximum of five (5) days per case will be allowed with full pay for absence due to the death of a member of the Administrator's immediate family. An additional two (2) days may be allowed by the Superintendent upon request, under extenuating circumstances. In addition, one (1) day per year will be allowed with full pay for absence due to the death of other family members or friends.
2. Immediate family shall be defined as spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, grandmother or grandfather.

C. **Professional Leave/Conference and Travel**

1. The Board of Education shall annually establish a fund of one thousand (\$1,000.00) each year per Administrator for professional development/conference and travel for exclusive use of the NSFSA membership. If the employee uses his/her own

automobile, the rate of reimbursement shall be the maximum allowable non-taxable rate under the IRS code.

2. All requests for professional leave shall be submitted to and shall be approved by the Superintendent of Schools.

D. **Childrearing Leave**

Administrators shall be granted childrearing leave in accordance with any applicable state and/or federal laws. The procedure set forth in the relevant statutes shall be the exclusive remedy for all complaints arising within its scope.

E. **Jury Duty**

1. If the law permits an exemption from jury duty for public school Administrators, then Administrators summoned to jury duty who seek an exemption shall be assisted in obtaining the exemption by the Superintendent of Schools through such things as a letter attesting to the need for the Administrator to remain on duty in the school system.
2. Any Administrator ordered to report to jury duty during July or August shall receive a rate of pay equal to the difference between the professional salary and the jury fee for each day served as a juror, provided that the Administrator is scheduled to work during the date or dates of such jury duty.

F. **NFSFA Leave**

Officers and other representatives of the Unit may be granted leave with full pay to attend administrative hearings or judicial proceedings related to negotiation or administration of the collective bargaining agreement, if approved by the Superintendent. Whenever possible, the Union shall provide the Superintendent with the names of members who the Unit wishes to attend at least one (1) week prior to the meeting.

ARTICLE VII
PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

- A. An Administrator's tuition shall be reimbursed by the Board on a one-time basis to a maximum of four hundred dollars (\$400.00) per credit hour, and fifty percent (50%) for the cost of course books for courses successfully completed with at least a grade of "B" or the equivalent, in an accredited institution if such courses are approved in advance by the Superintendent of Schools and receipts for the costs of books are submitted. At the discretion of the Superintendent, the grade requirement may be waived. Such reimbursement shall be made each September for courses completed before that September 1, to Administrators returning during that school year, upon presentation of a transcript and documentation of payment. Notwithstanding the foregoing, reimbursement will be made to Administrators who do not return during the school year due to death, disability, or separation because of elimination of an administrative position, as long as tuition was paid by the Administrator prior to notice of such elimination.

- B. The Board shall designate a maximum of four thousand dollars (\$4,000.00) per year for the reimbursement of tuition and costs of course books to Administrators.

ARTICLE VIII
HEALTH INSURANCE

- A. All Administrators covered by this Agreement shall be offered the following coverage:
1. Life insurance with two hundred fifty thousand dollars (\$250,000.00) of coverage for each Administrator until age fifty-five (55) or retirement whichever is later at the Board's expense and fifty thousand dollars (\$50,000.00) from retirement until age sixty-five (65) at Board expense provided an administrator worked seven (7) or more years for the North Stonington Board of Education as an Administrator. Other Administrators who have not worked for seven (7) years for the Board may purchase fifty thousand dollars (\$50,000.00) life insurance up to age sixty-five (65) at their own expense. The Board of Education will continue to provide life insurance coverage for the duration of the time that the Administrator is employed in the District regardless of the age of the Administrator.
 2. Accidental death and dismemberment insurance with one hundred thousand dollars (\$100,000.00) of coverage for individual employees.
 3. Disability income insurance for individual employees - 66.67% of basic earnings rounded to the next higher dollar (\$1.00) to a maximum of two thousand dollars (\$2,000.00) per week for fifty-two (52) weeks. Benefits to commence after thirty (30) days or the conclusion of accumulated sick leave, whichever is greater.
 4. Health Insurance - Health insurance benefits in accordance with the following:

High Deductible Health Plan ("HDHP")

The HDHP shall have a \$2,000.00 single and \$4,000.00 family deductible for in network services. Prescription drugs are covered as part of the program and are subject to the deductible. Once the deductible is met there shall be no coinsurance in network for covered services, except for prescriptions. Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10 Generic/ \$25 Brand Name/ \$40 Non-Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).

- The co-pays for drugs shall not apply to prescriptions under either the Women's Health and Wellness Act or for diabetes.
- Infertility benefits are subject to the state mandate limits.
- Bariatric procedures (not covered)

- High-cost diagnostics and x-rays are subject to preauthorization and a \$75.00 co-pay (to a maximum of \$375.00 per plan year).

Out of network medical services will be subject to an 80% plan / 20%-member coinsurance to a maximum of \$2,000.00 for the individual and \$4,000.00 for the family. The combined in-and-out-of-network out-of-pocket maximum for these services is \$4,000.00 for the individual and \$8,000.00 for the family. Prescription drug co-pays are subject to a separate maximum of \$1,000.00 for the individual and \$2,000.00 for the family.

In year one of the contract (July 1, 2024 through June 30, 2025), the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established HSA.

In year two of the contract (July 1, 2025 through June 30, 2026), the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established HSA.

In year three of the contract (July 1, 2026 through June 30, 2027), the Board will contribute forty-five percent (45%) of the applicable deductible amount into the employee's established HSA.

The Board's contribution toward the deductible will be deposited into the employee's established Health Savings Account ("HSA") on or about July 1st (fifty percent (50%) of the Board's contribution toward the deductible) and on or about January 1st (the remaining fifty percent (50%) of the Board's contribution toward the deductible) in each contract year.

The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed Administrators. The Board shall have no obligation to fund any portion of the HDHP deductible for retirees or other individuals upon their separation from employment.

A new employee shall be eligible for coverage under the health and dental insurance plans offered by the Board effective on the first day of the month subsequent to the date that he/she commences work for the Board.

Additionally, an employee shall receive a prorated contribution toward his/her HSA, if the employee: (a) is hired by the Board after the commencement of the applicable plan year; or (b) he/she elects health insurance after the commencement of the plan year due to a change in status. The prorated amount of the contribution shall be based on the first day that the employee is covered under the plan through June 30th of the applicable contract year.

An administrator who resigns, retires or no longer receives health insurance benefits from the Board shall not be eligible for any Board contribution toward

the HSA upon the occurrence of such event. Under these circumstances, an administrator shall be required to reimburse the Board a prorated amount of the money contributed by the Board toward the administrator's deductible for the applicable contract year.

5. Dental - Full coverage for individual and dependents.
6. The Board shall provide all health insurance benefits set forth above on an employer-employee co-pay basis for the duration of the contract.

2024-2025 - 21%
2025-2026 - 21.5%
2026-2027 - 22%

On an annual basis, in the event that an Administrator and his/her family members on the Board's health insurance plan completes a health risk assessment and biometric screening, his/her premium share for the ensuing contract year shall be reduced by one percent (1%).

Accordingly, by way of example, in the event that the an Administrator and his spouse and dependents completes a health risk assessment and biometric screening during a contract year, the an Administrator will receive a one percent (1%) reduction in his premium share contribution for the subsequent contract year.

On July 1st of the subsequent contract year, the premium share set forth herein shall be in effect for the teacher. Accordingly, the reduction in the premium share by one percent (1%) shall be based on the then current premium share negotiated by the parties for the contract year in question, as set forth herein.

The information included on the assessment and from the screening will not be provided to the Board. The only information provided by the carrier to the Board is whether the assessment and screening were completed.

The health risk assessment shall be:

- An annual physical (and any tests related to such physical);
- An annual dental examination;
- A vision exam (in accordance with the frequency requirements of the health care provider);
- Women's Wellness (a mammogram and/or clinical breast exam in accordance with the frequency requirements of the health care provider); and
- Applicable cancer screenings (in accordance with the frequency requirements of the health care provider).

Biometric screening shall measure the following:

- Height and weight in order to calculate the individuals body mass index (BMI);
- Systolic and diastolic blood pressure;
- Total cholesterol;
- HDL cholesterol; and
- Glucose

To be eligible to receive the health insurance benefits set forth in this Agreement, each employee must submit a written wage deduction authorization permitting the Board to deduct from the employee's salary his/her share of the premium set forth above. Each employee will be informed of the amount of the premium in writing prior to the first of any revised deduction. An employee may forego or withdraw from full coverage rather than pay his/her share of the premium. All insurance benefits, including the reinstatement of discontinued insurance benefits shall be provided in accordance terms of the insurance company administering the plan at the time that benefits are sought.

7. Any Administrator who has retired under the terms of the Connecticut Teachers Retirement Act will have the option of continuing his or her health insurance upon retirement in accordance with the terms of §10-183t of the Connecticut General Statutes. Such coverage will continue to be purchased through the Board of Education at the retiree's expense.
8. Nothing in this Agreement shall prevent the Board from changing insurance carriers or self-insure for all or some of the aforementioned insurance provided that such modification(s) substitute benefits are substantially equivalent to or better than the benefits set forth herein on an overall plan benefit basis. The Board will advise the NFSFA, in writing, of any possible changes to health insurance at least sixty (60) calendar days prior to the effective date of the change.
9. All insurance contracts referred to in this Article are on file with the Superintendent of Schools. The specific terms of coverage are set forth in those contracts, which bargaining members are free to review. The Board has no obligation to provide benefits other than those set forth in these insurance contracts. The Board shall distribute booklets describing the insurance as soon as they are provided by the insurer.
10. Annually, each Administrator may elect to waive both the health and dental insurance coverage listed above, and in lieu thereof shall receive an annual lump sum payment, excluding taxes, as follows: single coverage – four hundred dollars (\$400.00); dual/family coverage – one thousand dollars (\$1,000.00). The election

must be made in writing during the period of open enrollment and each employee shall certify that health insurance coverage is being provided by another source.

11. One hundred fifty dollars (\$150.00) over two (2) year periods (commencing July 1, 2018) vision care program with benefits and exclusions contained therein for individual employee, their spouse, and dependents up to age twenty-three (23).

B. Should any increase in health care benefits be granted to the North Stonington Board of Education, the parties agree to open this Article only for the purpose of re-negotiating in accordance with the law.

ARTICLE IX EARLY RETIREMENT

The Board may, at its' discretion, provide additional retirement benefits, on an individual basis, upon request of the Federation. This provision shall not be subject to negotiations under the Teacher Negotiations Act, §10-153b, *et seq.*, of the Connecticut General Statutes.

ARTICLE X TEMPORARY TRANSFER

Temporary transfers shall be in accordance with the following:

- When a temporary transfer is necessary, the transfer shall be determined by the Superintendent of Schools.
- Notice of a temporary transfer shall be given to the administrator as soon as practicable prior to commencement in the assignment.
- If a temporary transfer is to a position that pays a higher salary, the transferred administrator shall receive the higher salary on a per diem basis (1/220) in lieu of his/her regular salary.

ARTICLE XI PERSONNEL FILE

No material originating after original employment shall be placed in an Administrator's personnel file unless the Administrator has been notified and has had an opportunity to review the material. The Administrator may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the Administrator believes that material to be placed in his/her file is inappropriate or in error, he/she may rebut in writing. If the Administrator is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall such signature be interpreted to mean agreement with the content of the material.

ARTICLE XII
HIRING PRACTICES

All Administrators, as appropriate, will be invited to join the screening committee, to participate in the interview process, and to provide input into the hiring of any employee who works in the school or on the grounds of the school for which the Administrator has responsibility.

ARTICLE XIII
GRIEVANCE PROCEDURE

14.1 Purpose

14.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement.

14.1.2 Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or problem with any appropriate member of the administration.

14.2 Definitions

14.2.1 A "grievance" shall be defined as a complaint by an Administrator or a group of Administrators that there has been a misinterpretation or misapplication of a specific provision or provisions of this contract to the detriment of the Administrator or Administrators concerned. An evaluation of an Administrator's performance is not subject to grievance.

14.2.2 The term "Administrator" shall mean any certificated employee within the bargaining unit covered by this Agreement.

14.2.3 A "grievant" shall mean any person directly affected by an alleged misinterpretation, or a misapplication of a specific provision or provisions of this agreement who then files a grievance.

14.2.4 The term "days" shall be defined as days when the Central Office is open for business.

14.3 Procedure

14.3.1 Since it is important that grievances or disputes be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits specified may, however, be extended by mutual agreement provided such agreement is in writing and is signed.

14.3.2 If an Administrator does not file a grievance in writing within twenty (20) days after which he/she knew or should have known of the act on which the grievance is based, then the grievance shall be considered waived.

14.3.3 If an Administrator does not file a grievance in writing twenty (20) days after knowing of the act or conditions in which the grievance is based, then the grievance shall be considered to have been waived.

14.3.4 Failure by the aggrieved Administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

A. **LEVEL ONE - Informal Procedure**

Prior to filing a complaint, any individual Administrator may discuss the situation with any other Administrator in an attempt to informally resolve the situation.

B. **LEVEL TWO - Superintendent**

Within ten (10) days after an Administrator knew or should have known of an alleged grievance, he/she must file a written complaint with the Superintendent of Schools identifying the specific contract language which the grievant alleges has been misinterpreted or misapplied. Within ten (10) days after receiving the written grievance by the Superintendent, the Superintendent shall meet with the grievant in an effort to resolve the grievance. Within ten (10) days after such meeting, the Superintendent shall render her/his decision in writing.

C. **LEVEL THREE – Board of Education**

If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, through the NFSFA, within ten (10) days after receipt of the decision, refer the grievance to the Board of Education.

The Board of Education or a committee thereof, shall, within fifteen (15) days after the receipt of the referral, meet with the aggrieved Administrator and with representatives of the NFSFA, as appropriate, for the purpose of resolving the grievance. The Board Committee shall consist of three members.

The Board of Education or a committee (of three (3)) thereof, shall within five (5) days after the hearing, render a decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the NFSFA.

D. **LEVEL FOUR – Arbitration**

If the aggrieved Administrator is not satisfied with the disposition of his grievance at Level Three, he or she may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the President of the NFSFA that his/her grievance be submitted to arbitration.

The NFSFA may, within five (5) days after receipt of such request, submit the grievance to arbitration by notifying the Board in writing.

The Chair of the Board, or his/her designee, and the President of the NFSFA shall, within five (5) days after such written notice jointly select a single arbitrator who is experienced and an impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

The arbitrator selected shall confer promptly with representatives of the Board and the NFSFA, and shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator and other parties in interest as are deemed required.

The arbitrator shall, within thirty (30) days after the conclusion of the hearing(s) render a decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon all parties in interest.

The arbitrator shall have no power to amend, add to, or delete from any of the specific terms of this agreement.

14.4 Waiver

14.4.1 If a member of the unit does not file a written complaint within the time limits specified herein, then such grievance shall be waived permanently if the grievance concerned an individual occurrence or, if such grievance is of a recurring nature, the waiver shall be in effect for one full calendar year.

14.4.2 The parties shall jointly share the cost of arbitration.

**ARTICLE XIV
SALARY AND ANNUITY**

The salary schedule for current Administrators is as follows:

The Superintendent may, at his/her discretion hire new bargaining unit members at up to step 4 of the applicable salary schedule.

2024-2025

	Step 1	Step 2	Step 3	Step 4
High School/Middle School Principal	\$157,354	\$162,247	\$163,878	\$165,510
Elementary Principal	\$150,360	\$155,039	\$157,413	\$159,784
Associate Principal	\$136,548	\$140,793	\$145,171	\$149,686
Director of Student Services				

2025-2026

	Step 1	Step 2	Step 3	Step 4
High School/Middle School Principal	\$161,682	\$166,709	\$168,385	\$170,061
Elementary Principal	\$154,495	\$159,303	\$161,742	\$164,179
Associate Principal	\$140,303	\$144,665	\$149,164	\$153,803
Director of Student Services				

2026-2027

	Step 1	Step 2	Step 3	Step 4
High School/Middle School Principal	\$166,128	\$171,294	\$173,015	\$174,738
Elementary Principal	\$158,744	\$163,684	\$166,190	\$168,693
Associate Principal	\$144,161	\$148,643	\$153,266	\$158,032
Director of Student Services				

In year one of the contract (July 1, 2024 through June 30, 2025), year two of the contract (July 1, 2025 through June 30, 2026), and year three of the contract (July 1, 2026 through June 30, 2027), each administrator shall receive two thousand dollars (\$2,000.00) that will be deposited to a Board approved tax-sheltered annuity selected by the administrator in accordance with Section 403(b) of the Internal Revenue Code, as amended, for purposes of engaging in and attending activities outside of the workplace such as, but not limited to, attendance at community events.

The community activity annuity contribution will be deposited throughout the work year in addition to the administrator's regular salary. If an individual is appointed to a bargaining unit position covered by this Agreement during the term of a contract year, the community activity contribution will be prorated for such contract year. Similarly, if a bargaining unit employee is no longer employed in bargaining unit position covered by this Agreement during a contract year, he/she will not be eligible for any additional community activity contribution beyond his/her last day of work as a bargaining unit member.

For the purposes of reporting annual base salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the Administrator's annual base salary, and the amount contributed by the Board to the Administrator's annuity.

ARTICLE XV
DUES DEDUCTION

Upon the submission of a voluntary written authorization signed by an Administrator, the Board agrees to deduct from the Administrator's pay, an amount equal to the NFSFA membership dues, by means of equal payroll deductions

The amount of NFSFA membership dues shall be certified by the NFSFA to the Board prior to September 1st of each year.

Those Administrators whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year upon submission of an appropriate written voluntary authorization for salary deduction.

The Board agrees to forward to the NFSFA each pay period a check for the amount of money deducted during that month. The Board shall include with such a check a list of Administrators for whom such deductions were made.

The NFSFA agrees to indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE XVI
FULL-TIME BENEFITS

The provisions set forth in this Agreement shall pertain to employees who work two hundred twenty (220) workdays. In the event that the Board hires any additional part-time Administrators, the parties shall negotiate the terms and conditions of such Administrator(s)' employment.

ARTICLE XVII
REDUCTION IN FORCE

A. General Statement of Policy

It is recognized that under Sections 10-220 and 10-4a of the Connecticut General Statutes, the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interests of the state. However, recognizing also that it may become necessary to eliminate professional staff positions in certain circumstances, this procedure is adopted to provide a fair and orderly process should such eliminations become necessary.

B. Reasons for Elimination of Professional Staff Positions

It is recognized that the Board has the sole and exclusive prerogative to eliminate professional staff positions consistent with the provisions of the State Statutes. Elimination of professional staff positions may result from decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances as determined by the Board.

C. **Definitions**

1. As used herein, the term “days” shall mean calendar days.
2. As used herein, the term “Administrator” shall mean a professional employee of the Board who is employed in a position requiring an intermediate Administrator or supervisory certificate or the equivalent thereof and who is eligible for membership in the bargaining unit under Section 10-153b of the General Statutes of Connecticut.

D. **Procedure**

1. The Board may, in the first instance, exercise its rights and power to reduce the number of staff positions without determining which administrative contracts will be terminated, if any, or that other staffing changes will be made to effectuate the purpose of position elimination.
2. Prior to commencing action to terminate Administrator contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 - a. voluntary retirements
 - b. voluntary resignations
 - c. transfer of existing staff members
 - d. voluntary leaves of absence
3. In the event that it appears necessary to terminate Administrator contracts in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, an orderly plan for elimination of positions.
4. The following criteria will be used to select those Administrators whose contracts are to be considered for termination as a consequence of elimination of an Administrator position:
 - a. Demonstrated performance and qualifications,
 - b. The nature of the experience and training of the individuals concerned,
 - c. Needs of the school system,
 - d. Length of continuous administrative service in North Stonington,
 - e. Total length of public-school service as an Administrator,
 - f. Degree status, and
 - g. Certification.

These factors are not weighted or arranged in order of importance but are all to be considered in reaching a decision.

5. If an Administrator’s contract is eliminated after application of the criteria listed

above, the Administrator will be offered a teaching position for which the Administrator is certified and qualified, subject to and consistent with the reduction in force contract or policy in effect for teachers.

E. **Provisions Not Applicable to Promotions**

Nothing herein shall require the promotion of an Administrator to a position of higher rank, authority, or compensation, although the Administrator whose contract is to be terminated because of elimination of position is qualified and/or certified for the promotional position.

F. **Recall Procedure**

If the contract of employment of an Administrator is terminated because of elimination of position, the name of that Administrator shall be placed on a reappointment list and remain on such list for a period of two (2) years. Each Administrator shall advise the Superintendent by registered mail every six (6) months of any change in address. Failure to advise the Superintendent shall cause the deletion of the Administrator's name from said list. If a position becomes open during such period, the Board will select the administrator on the recall list who is certified and most qualified to hold the open position, then the Administrator will be notified in writing by registered mail, sent to his or her last known address at least thirty (30) days prior to the anticipated date of reemployment, where possible. The Administrator shall accept or reject the appointment in writing within seven (7) days after receipt of such notification. If the appointment is accepted, the Administrator shall receive a written contract within twenty (20) days of receipt of the Administrator's reply by the Board. If the Administrator rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the Administrator will be removed from the recall list, and the Board shall have no further obligation to offer re-employment to that Administrator.

- G. Nothing in this Article should be construed to limit the right of the Board to eliminate or create any position, program, department or school, or to reorganize the staffing thereof or to assign staff. Accordingly, this procedure shall in no way preclude the Superintendent from making any transfer or reassignment.

ARTICLE XVIII
PROTECTION OF ADMINISTRATORS

- A. Administrators shall report immediately in writing to the Superintendent of Schools all cases of assault suffered by them in connection with their employment.
- B. The Board shall indemnify an Administrator from all legal claims, when required to do so in accordance with the provisions of Section 10-235 of the Connecticut General Statutes, as said section may be amended from time to time.
- C. The Board shall indemnify an Administrator in the event s/he is assaulted while acting in the discharge of his/her duties, in accordance with the provisions of Section 10-236a of

the Connecticut General Statutes, as it may be amended from time to time.

It is the intent of the parties that the obligations and responsibilities set forth in this Article of the collective bargaining agreement shall follow the requirements of the applicable laws, as they may be amended from time to time. The Article is included for informational purposes only and shall not be subject to the grievance procedure.

ARTICLE XIX
SAVINGS CLAUSE

- A. If any provisions or portion of this Agreement is ultimately ruled invalid for any reason by authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XX
JUST CAUSE

No Administrator shall be either disciplined or have his/her salary increase withheld without just cause. Verbal and written warnings shall not be subject to arbitration as set forth under Article XIV (Grievance Procedure).

ARTICLE XXI
FEDERATION ORIENTATION AND ACCESS

- A. The Federation shall have the right and opportunity to hold an orientation session with all newly hired administrators (“new hire”). The orientation will be held within fifteen (15) calendar days after the date of hire (date of hire is defined as the first day of actual employment with the Board in a bargaining unit position covered by this Agreement) and will be held during working hours at a time agreed to by the Superintendent or his/her designee, not to exceed thirty (30) minutes in duration. The new hire will not be charged with leave time for attending the orientation session.
- B. During the life of this Agreement, Federation representatives who are not employees of the Board may enter onto the Board’s property for purposes of meeting with bargaining unit employees during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues.

Additionally, Federation representatives who are not employees of the Board may conduct worksite meetings on the Board’s premises before and after the normal workday, during meal periods and during other breaks.

ARTICLE XXII
MISCELLANEOUS

- A. Except as set forth below, at the Administrator’s expense, Administrators are required to

secure and maintain cellular telephone equipment, cellular voice services and data services to: (a) provide the District with access to the Administrator at all times; and (b) to fulfill the duties and responsibilities of an Administrator.

In lieu of an Administrator using his/her own cellular telephone, an Administrator may be provided with a cellular telephone by the Board (at the Board's option).

Each Administrator who uses his/her cellular telephone in accordance with (a) and (b) above (and is not provided with a cellular phone by the Board), shall receive a stipend of twenty-five dollars (\$25.00) per calendar month toward the cost of the Administrator's cellular telephone equipment, provided, however, the stipend may be withheld in the event that the Administrator displays a pattern of inaccessibility.

- B. The Superintendent, may, in his/her discretion, appoint a Board employee (administrator or teacher) who holds an 092 Certification as the Curriculum Coordinator.

The Curriculum Coordinator duties may be split among more than one (1) Board employee, provided, each employee holds an 092 Certification.

The Board employee(s) selected to act as the Curriculum Coordinator will be determined on an annual basis by the Superintendent if he/she elects to appoint a Curriculum Coordinator.

The total remuneration for the Curriculum Coordinator, regardless of the number of Board employees who act in the position shall be fifteen thousand dollars (\$15,000.00).

ARTICLE XXIII
DURATION

This Agreement shall fix for its term the wages and working conditions of all Administrators employed by the Board during the period July 1, 2024 through June 30, 2027.

Date: 9/28/2023

NORTH STONINGTON BOARD OF EDUCATION

By: Cristine Wagner
Chairman

Date: 9/28/2023

NORTH STONINGTON FEDERATION OF SCHOOL ADMINISTRATORS

By: Justin H. Yumui
President